

986

**HAWTHORNE PUBLIC SCHOOLS  
HAWTHORNE, NEW JERSEY**

**AGREEMENT**

**HAWTHORNE CAFETERIA EMPLOYEES**

**and**

**HAWTHORNE BOARD OF EDUCATION**

**SCHOOL YEARS 1990-91, 1991-92 and 1992-93**

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NEGOTIATIONS COMMITTEES

REPRESENTING BOARD OF EDUCATION

Mr. Edward D. McGuirk  
Mr. Joseph P. Lembo  
Miss Joanne J. Graziano

Mr. Garret G. Sinning, President

Dr. Frank P. Chiofalo, Jr.  
Superintendent of Schools

REPRESENTING HAWTHORNE CAFETERIA EMPLOYEES

Mrs. Debra Hoogerhyde  
Mrs. Peggy Thompson  
Mrs. Eleanor Rizzo

## ARTICLE I

### RECOGNITION

The Hawthorne Board of Education does hereby recognize the Hawthorne Cafeteria Employees' Association, for and during the term of this Agreement, as the exclusive bargaining representative of the Cafeteria Employees, including the Cafeteria Bookkeeper, but excluding herefrom the Superintendent of Schools, Assistant Superintendent, Principals, Teachers, Supervisors, Administrative Personnel and Office and Clerical Personnel, inclusive, however, of Cafeteria Employees.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree to enter into collective negotiation over a Successor Agreement in accordance with Chapter 123 - Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1, 1992.

Any Agreement so negotiated applying to members of unit aforesaid shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

- B. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and the Association.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Introduction:

1. Persons in the employ of the Board of Education of the School District of the Borough of Hawthorne, Passaic County, New Jersey, shall have the right to make known their individual grievances through the administrative channels of the said school system. Individuals or the Association presenting personal or unit grievances respectively shall be assured at all times of freedom from restraint, interference, coercion, discrimination, intimidation or reprisal in presenting the appeal or to designate a representative of the Association, Attorney-at-Law, or other person of his or the unit's own choosing to appear with him or the Association at any formal step of the proceeding in the appeal procedure.

#### B. Procedure

##### Step 1. (Informal)

An employee or the unit who has a grievance shall present it to the immediate superior for consideration, discussion and determination of the matter. The entire procedure shall be informal and shall be resolved forthwith by the person before whom and to whom it has been presented.

##### Step 2. (Formal)

In the event that the matter is not resolved to the satisfaction of the employee or the unit within seven (7) school days from the date of the determination of said grievance, the employee, or his designated representative, or the unit shall set forth the grievance, in writing, in duplicate to the District Secretary.

The writing shall set forth:

- a. The nature of the grievance.
- b. The prior disposition thereof.
- c. The reason or reasons for the dissatisfaction with the prior finding.

ARTICLE III (Cont.)

It shall be the duty of the District Secretary to render a decision in the matter, in writing, in triplicate, within five (5) school days from the receipt of said grievance, delivering a copy of the decision to the employee and or Association.

**Step 3.**

The employee or association within three (3) school days from the receipt of said decision shall have the right of appeal to the Superintendent. The appeal shall be in writing, in triplicate and shall state:

- a. The grounds of the grievance.
- b. Prior disposition thereof.
- c. The reason or reasons for the dissatisfaction with the prior findings.

It shall be signed by the employee or the unit representative submitting the appeal and shall be dated. It shall be the duty of the Superintendent to:

- a. Confer with the District Secretary relative to the matter.
- b. Confer with the aggrieved relative to the matter.
- c. Confer with both relative to the matter.

The Superintendent or the Board shall forthwith examine and consider all of the evidence presented and shall within a period of ten (10) days from the date of the conference with all parties in interest, submit his decision in writing. A copy of the decision shall be forwarded to the employee or unit aggrieved. A copy shall be forwarded to the District Secretary. A copy shall also be filed with the District Secretary of the Board.

**Step 4.**

Should the grievance be not settled after presentment to the Superintendent of Schools the entire matter, including the written appeal, items of evidence presented, and any and all documents and proceedings related to the cause shall be transmitted to the District Secretary who shall forthwith advise the President of the Board of the receipt of same. The District Secretary shall make a separate file thereof. The President of the Board shall issue a call for a special closed hearing of the Board of Education as a whole within seven (7) days from the receipt of the notification by the District Secretary that the file has reached his office and direct that the aggrieved, the Superintendent and any and all witnesses and parties in interest in the matter be summoned and/or subpoenaed to appear before the said Board. The call for said special hearing shall be in writing and all summons and/or subpoenas shall also be in

writing, attested to under the signature of the District Secretary, and the seal of the Board.

The Board of Education, en banc, shall hear the entire matter, de novo, and at the conclusion thereof shall render a written decision thereon. The said decision, in writing, shall be rendered under the signature of the President, sealed and attested by the Secretary, of said Board, within ten (10) days from the conclusion of the hearing. A copy of the decision shall be forwarded personally or by certified mail upon:

- (a) The Aggrieved
- (b) Superintendent of Schools
- (c) District Secretary
- (d) The original to be filed in the office of the District Secretary of the Board of Education.

It shall be the duty of the district Secretary to file the same and record the said decision in its entirety in the files of the Board of Education.



## ARTICLE IV

### SALARY PROVISIONS

#### A. Salary Guide:

The Salary Guide shall be changed to indicate the following raises:

1990-91 - 8.5%  
1991-92 - 8.75%  
1992-93 - 9.00%

#### B. Employees Placed on Annual Contractual Salary of 180 Days:

Cafeteria employees shall be salaried on an annual basis consisting of a school year of 180 work days. Annual contract shall be issued individuals appointed to the cafeteria staff in which the annual salary has been computed on the basis of the hourly rate assigned to his or her job classification, times 180 days. Adjustment in salary, when necessary, will be made consistent with Board policy.

#### C. Placement on the guide will be determined by the Board of Education.

#### D. Head Satellite:

The Head Satellite person shall receive an additional yearly stipend of \$300.00.

#### E. Baker:

The employee who is designated as "Baker" shall receive an additional yearly stipend of \$300.00 per year.

#### F. Longevity:

Longevity shall be paid to each employee as follows:

After 10 years - \$250/year - Non-cumulative  
After 15 years - \$500/year - Non-cumulative

Partial years shall be pro-rated when employee departs district prior to end of fiscal year.

## ARTICLE V

### FRINGE BENEFITS

#### A. Health/Medical Benefits:

Full insurance coverage, family plan, will be provided by the Board of Education for each employee and dependents. The insurance plan will provide coverage in accordance with the provisions of Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance Programs.

##### DENTAL

##### CAP/YEAR

1990-91	\$574.32
1991-92	826.92
1992-93	Same as HTA

##### VISION

##### CAP/YEAR

1990-91	\$173.88
1991-92	208.56
1992-93	Same as HTA

New employees who commenced working after July 1, 1985, shall have the full benefit coverage prorated based upon the number of hours worked. (Seven hours = full working day: Example - 4 hour employee received 4/7 coverage.)

It is understood by both parties to this agreement that this provision of the contract applies only to those staff members who work a minimum of 20 hours per week.

#### B. Uniform Allowance:

Each employee shall receive a uniform allowance of \$70/year in the first year and to \$75/year in the second and third years, upon presentation of receipts to Cafeteria Director.

#### C. Shoe Allowance:

Each employee shall receive a shoe allowance of \$60/year in the first year and \$65/year in the second and third years, upon presentation of receipts to Cafeteria Director.

The bookkeeper is not eligible for uniform and shoe allowance.

#### D. In the event of a serious long term illness during which the employee uses all available sick days, the major medical and hospitalization plans then in effect and at the negotiated rate, shall continue for a period of 90 days following the depletion of the last available sick day, with said coverage to be paid by the Board of Education.

## ARTICLE VI

### EMPLOYEE ABSENCE

#### A. Sick Leave:

Each employee shall be entitled to 10 days sick leave per school year. All unused sick leave shall be cumulative.

For all full year employees who do not use sick days during the school year, the Board of Education will grant a stipend of \$300.00 on/about June 30th for the year then ended.

#### B. Funeral Days:

Each employee shall be entitled to 3 funeral days/death which shall be approved without any pay deduction in order to allow individual staff members to attend funerals for members of their immediate family.

It is expressly understood that unused funeral days cannot be accumulated from year to year.

Immediate family shall be interpreted as meaning husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, or others residing in the same domicile at the time of death or illness.

In the event of the death of a close friend, time off may be allowed, at the discretion of the Cafeteria Director, for a cafeteria worker to attend the funeral services.

#### C. Approved Absence for Personal Business:

Absences of 2 days per year for the 1990-91, 1991-92 and 1992-93 school years, shall be approved without any pay deduction in order to allow individual staff members to attend to personal business which cannot be performed at any other time.

Notification of intent to use said absence shall be made in writing and given to the building principal at least one week in advance, except in the case of an emergency. It is expressly understood that unused days for personal business cannot be accumulated from year to year. After 10 years employment, each worker will receive one (1) extra personal day for a total of three (3) days.

D. Maternity/Child Rearing Leave of Absence:

Maternity or child rearing leave shall be granted to an employee to care for an infant child from birth through pre-school age. The leave shall be without pay for a period of up to one calendar year. Requests for such leave shall be submitted in writing to the Superintendent of Schools for a minimum of 60 days prior to its effective date. Requests for an extension may be granted for one additional year or less providing that said extension shall not expire during the course of a school year. No employee on said leave shall be denied the opportunity to substitute in the Hawthorne School District.

ARTICLE VII

A. Duties:

All duties of cafeteria staff members are as assigned by the Cafeteria Director.

It is understood that a "second-in-command" employee shall be designated at the discretion of the Cafeteria Director and shall exercise the same authority as the Director when applicable.

## ARTICLE VIII

### DAILY WORK SCHEDULE

#### A. Schedule:

Daily work schedule may fluctuate and shall be prescribed by the Cafeteria Director.

On one session days at the high school, all cafeteria workers shall work their full shift on half of the one session days designated on the school calendar. During these one session days, employees will be rotated so that 50% of the staff is on the job. The Cafeteria Director shall schedule the employees who are to remain for the full shift.

#### B. Lunch Time:

Only full-time employees (6 hours per day or more) shall be entitled to a 30 minute lunch break which shall be scheduled by the Cafeteria Director. All employees working more than 4 hours but less than 6 hours will receive a 20 minute break. All employees shall be expected to pay for lunch, if consumed from the cafeteria program. All employees working four hours shall be entitled to a 10 minute break.

#### C. Work done beyond seven hours/day shall be paid at the rate of time and one-half.

## ARTICLE IX

### TERMINATION OF EMPLOYMENT

#### A. Right to a Hearing Before Termination of Employment:

The authority of appointment and dismissal of an employee resides solely with the Board of Education. It is not the policy of the Hawthorne Board of Education to terminate the employment of any staff members arbitrarily without fair, written warning and an opportunity to correct the identified deficiencies.

#### B. Should a reduction in force become necessary, the Board shall give the employee thirty days notice.

## ARTICLE X

### SUCCESSOR AGREEMENT

The Hawthorne Board of Education agrees to enter into collective negotiations prior to the expiration of this agreement; such negotiations to begin not later than October 1, 1992, in order to develop a successor agreement which will provide continuity to the terms and conditions of employment in succeeding years.

ARTICLE XI

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Employees' right to negotiate over a successor agreement as provided in Article X. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective corporate officers attested by their respective secretaries and the corporate seals to be placed hereon, all on the day and year first above written.

HAWTHORNE CAFETERIA EMPLOYEES:

Chann Rizzo  
Association President

Attest:

Margaret Thompson  
Secretary

HAWTHORNE BOARD OF EDUCATION:

Edward D. McGinn  
Representative

Samuel B. Senn  
Board President

Frank C. Phelps  
Superintendent of schools

Arthur M. Holmes  
Secretary

CAFETERIA  
1989-90

CF90911  
YEAR 1

0.53% INCREASE

	CAFE	BKPR	COOK	STEPS	CAFE 0.60 INCREASE	BKPR 0.60 INCREASE	COOK 0.60 INCREASE
1	5.85	6.35	6.60	1 - 2	0.60	0.60	0.60
2	6.10	6.60	6.85	2 - 3	0.60	0.60	0.60
3	6.35	6.85	7.10	3 - 4	0.60	0.60	0.60
4	6.60	7.10	7.35	4 - 5	0.60	0.60	0.60
5	6.85	7.35	7.60	5 - 6	0.60	0.60	0.60
6	7.10	7.60	7.85	6 - 7	0.60	0.60	0.60
7	7.35	7.85	8.10	7 - 8	0.60	0.60	0.60
8	7.60	8.10	8.35	8 - 9	0.60	0.60	0.60
9	7.85	8.35	8.60	9 - 10	0.60	0.60	0.60
10	8.10	8.60	8.85	10 - 11	0.90	0.60	0.60
11	8.45	8.95	9.20	11 - 11	0.55	0.25	0.25

0.53%

1990-91

1	6.20	6.50	6.90
2	6.45	6.95	7.20
3	6.70	7.20	7.45
4	6.95	7.45	7.70
5	7.20	7.70	7.95
6	7.45	7.95	8.20
7	7.70	8.20	8.45
8	7.95	8.45	8.70
9	8.20	8.70	8.95
10	8.45	8.95	9.20
11	9.00	9.20	9.45

LONGEVITY	STIPENDS
Years	
Over	Amount
9.99	\$250.00
14.99	\$500.00
	Baker \$300.00
	Hd.Sat \$300.00

CAFETERIA  
1990-91

CF91921  
YEAR 2

8.75% INCREASE

	CAFE	BRPR	COOK	STEPS	CAFE 0.65 INCREASE	BRPR 0.65 INCREASE	COOK
1	6.20	6.50	6.90	1 - 1	0.54	0.57	0.60
2	6.45	6.95	7.20	2 - 2	0.56	0.61	0.63
3	6.70	7.20	7.45	3 - 3	0.59	0.63	0.65
4	6.95	7.45	7.70	4 - 4	0.61	0.65	0.67
5	7.20	7.70	7.95	5 - 5	0.63	0.67	0.70
6	7.45	7.95	8.20	6 - 6	0.65	0.70	0.72
7	7.70	8.20	8.45	7 - 7	0.67	0.72	0.74
8	7.95	8.45	8.70	8 - 8	0.70	0.74	0.76
9	8.20	8.70	8.95	9 - 9	0.72	0.76	0.78
10	8.45	8.95	9.20	10 - 10	0.74	0.78	0.81
11	9.00	9.20	9.45	11 - 11	0.79	0.80	0.83

8.75%

1991-92

1	6.74	7.07	7.50
2	7.02	7.56	7.83
3	7.29	7.83	8.11
4	7.56	8.10	8.38
5	7.83	8.37	8.65
6	8.10	8.65	8.92
7	8.37	8.92	9.19
8	8.65	9.19	9.47
9	8.92	9.46	9.74
10	9.19	9.73	10.01
11	9.79	10.01	10.28

0.00

LONGEVITY

STIPENDS

Years	Amount	Baker	Kd.Sat
Over		\$300.00	
9.99	\$250.00		\$300.00
14.99	\$500.00		



CAFETERIA				CF9293T			
1991-92				YEAR 3			
				9.00% INCREASE			
	CAFE	BKPR	COOK	STEPS	CAFE	BKPR	COOK
1	6.74	7.07	7.50	1 - 1	0.61	0.64	0.68
2	7.02	7.56	7.83	2 - 2	0.63	0.68	0.71
3	7.29	7.83	8.11	3 - 3	0.64	0.70	0.73
4	7.56	8.10	8.38	4 - 4	0.68	0.73	0.75
5	7.83	8.37	8.65	5 - 5	0.70	0.75	0.78
6	8.10	8.65	8.92	6 - 6	0.73	0.78	0.80
7	8.37	8.92	9.19	7 - 7	0.75	0.80	0.83
8	8.65	9.19	9.47	8 - 8	0.78	0.83	0.85
9	8.92	9.46	9.74	9 - 9	0.80	0.85	0.88
10	9.19	9.73	10.01	10 - 10	0.83	0.88	0.90
11	9.79	10.01	10.28	11 - 11	0.88	0.90	0.93
	9.00%						

CAFETERIA				CF9293T			
1992-93				YEAR 3			
				9.00% INCREASE			
	CAFE	BKPR	COOK	STEPS	CAFE	BKPR	COOK
1	7.35	7.70	8.18	1 - 1	0.61	0.64	0.68
2	7.65	8.24	8.54	2 - 2	0.63	0.68	0.71
3	7.94	8.53	8.84	3 - 3	0.64	0.70	0.73
4	8.24	8.83	9.13	4 - 4	0.68	0.73	0.75
5	8.53	9.13	9.43	5 - 5	0.70	0.75	0.78
6	8.83	9.42	9.72	6 - 6	0.73	0.78	0.80
7	9.13	9.72	10.02	7 - 7	0.75	0.80	0.83
8	9.42	10.02	10.32	8 - 8	0.78	0.83	0.85
9	9.72	10.31	10.61	9 - 9	0.80	0.85	0.88
10	10.02	10.61	10.91	10 - 10	0.83	0.88	0.90
11	10.67	10.91	11.21	11 - 11	0.88	0.90	0.93
	9.00%						

LONGEVITY		STIPENDS	
Years	Amount	Baker	Hd.Sat
Over 9.99	\$250.00	\$300.00	\$300.00
14.99	\$500.00		